

EXECUTIVE ORDER NO. 17-02

(Civil Service and Exempt Employees Excluded From Bargaining Units 2, 3, 4, 9 and 13)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, Judiciary, Hawai’i Health Systems Corporation, City and County of Honolulu, and counties of Hawai’i, Maui and Kauai have entered into tentative agreements with the Hawaii Government Employees Association (HGEA), as the exclusive representative for Bargaining Units (BUs) 2, 3, 4, 9 and 13 for the collective bargaining agreements covering July 1, 2017 through June 30, 2019, and

interest arbitration decisions dated April 27, 2017, were rendered for all other outstanding issues; and

WHEREAS, HRS section 76-1(3) provides that the human resource program be administered to provide incentives for competent employees within the service, whether financial or promotional opportunities and other performance based group and individual awards that encourage continuous improvement to achieve superior performance; and

WHEREAS, chapter 89C provides for variable adjustments based on performance or other job criteria and further allows for specific adjustments based on the nature of work performed or working conditions; and

WHEREAS, HRS section 76-22.5 provides for the Director of Human Resources Development to seek continuous improvements to streamline the recruitment process including developing efficient alternatives to ensure the availability of qualified applicant pools; and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this executive order for civil service and exempt employees within the executive branch who are excluded from BUs 2, 3, 4, 9 and 13.

NOW, THEREFORE, I, David Y. Ige, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order effective July 1, 2017 through June 30, 2019, the following for civil service and exempt employees excluded from BUs 2, 3, 4, 9 and 13;

and Excluded Managerial Compensation Plan (EMCP) employees excluded from BUs 2, 4, 9 and 13.

A. **Compensation**

1. **Salaries**

- a. Adjustments for non-EMCP civil service and exempt employees excluded from BU 2 (Attachment A)
- b. Adjustments for non-EMCP civil service and exempt employees excluded from BU 3 (Attachment B)
- c. Adjustments for non-EMCP civil service and exempt employees excluded from BU 4 (Attachment C)
- d. Adjustments for non-EMCP civil service and exempt employees excluded from BU 9 (Attachment D)
- e. Adjustments for non-EMCP civil service and exempt employees excluded from BU 13 (Attachment E)
- f. Adjustment for EMCP employees excluded from BUs 2, 9 and 13 (Attachment F)
- g. Adjustments for EMCP employees excluded from BU 4 (Attachment G)
- h. Notwithstanding A.1.a. to A.1.e. above, pay adjustments for the Governor and Lieutenant Governor's offices shall be in accordance with the provisions of chapter 89C-4.

2. **Compensation Programs**

Compensation programs for EMCP employees excluded from BUs 2, 4, 9 and 13 (Attachment H)

B. **Vacation Leave**

- 1. This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2 (Attachment I)

2. This adjustment is applicable to civil service and exempt employees excluded from BU 3 (Attachment J)
3. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 (Attachment K)
4. This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 (Attachment L)

C. **Military Leave**

1. This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2 (Attachment M)
2. This adjustment is applicable to civil service and exempt employees excluded from BU 3 (Attachment N)
3. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 (Attachment O)
4. This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 (Attachment P)

IT IS FURTHER ORDERED that this executive order does not apply to:

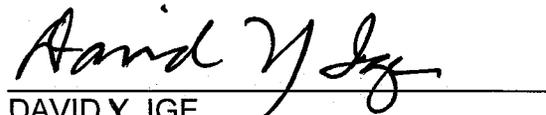
(1) employees of public charter schools, the Department of Education and the University of Hawai'i; (2) employees hired for 89 days or less; and (3) those executive branch employees whom I later determine shall not receive the aforementioned adjustments; and

IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person; and

IT IS FUTHER ORDERED that these provisions are subject to amendment by executive order.

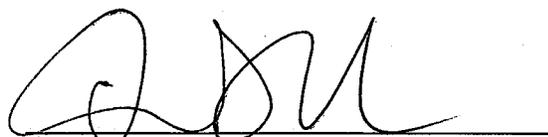
The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 17th day of
July, 2017.



DAVID Y. IGE
Governor

APPROVED AS TO FORM:



DOUGLAS S. CHIN
Attorney General

ARTICLE 51 – SALARIES

Delete existing language in its entirety and replace with the following:

A. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2017:

1. Step Movement: Employees who become eligible for step movements during the period July 1, 2017 through June 30, 2018 in accordance with Paragraph O. of Article 14, Compensation Adjustments, shall receive their step movement on the first day of the pay period immediately following the completion of the required years of continuous creditable service.

2. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be amended to reflect a two percent (2%) increase and such amended schedule shall be designated as Exhibit B.

b. Following B.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit B.

c. Employees not administratively assigned to the salary schedule shall receive a two percent (2%) pay increase.

C. Subject to the approval of the respective legislative bodies and effective January 1, 2018:

1. The salary schedule designated as Exhibit B shall be amended to reflect a one and two-tenths percent (1.2%) increase and such amended schedule shall be designated as Exhibit C.

2. Following C.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit C.

3. Employees not administratively assigned to the salary schedule shall receive a one and two-tenths percent (1.2%) pay increase.

D. Subject to the approval of the respective legislative bodies and effective July 1, 2018:

1. Step Movement: Employees who become eligible for step movements during the period July 1, 2018 through June 30, 2019 in accordance with Paragraph O. of Article 14, Compensation Adjustments, shall receive their step movement on the first day of the pay period immediately following the completion of the required years of continuous creditable service.

2. Salary Schedule:

a. The salary schedule designated as Exhibit C shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase and such amended schedule shall be designated as Exhibit D.

b. Following D.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit D.

c. Employees not administratively assigned to the salary schedule shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

E. Subject to the approval of the respective legislative bodies and effective January 1, 2019:

1. The salary schedule designated as Exhibit D shall be amended to reflect a one and two-tenths percent (1.2%) increase and such amended schedule shall be designated as Exhibit E.

2. Following E.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit E.

3. Employees not administratively assigned to the salary schedule shall receive a one and two-tenths percent (1.2%) pay increase.

F. Employees formerly on Step L5 shall have their compensation administered in a separate Memorandum of Agreement.

ARTICLE 53 – SALARIES

Delete existing language in its entirety and replace with the following:

A. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2017:

1. The salary schedule designated as Exhibit A shall be amended to reflect a two percent (2%) increase, and such amended schedule shall be designated as Exhibit B.

2. Following B.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit B, provided that Employees whose basic rate of pay on June 30, 2017, falls between two steps or exceeds the maximum step of their pay range shall receive a two percent (2%) pay increase.

3. Employees not administratively assigned to the salary schedule shall receive a two percent (2%) pay increase.

4. Lump Sum Payment. Employees who were employed as of June 30, 2017, shall receive a one-time lump sum payment equal to one hundred fifty dollars (\$150), provided Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

C. Subject to the approval of the respective legislative bodies and effective January 1, 2018:

1. The salary schedule designated as Exhibit B shall be amended to reflect a one and one-half percent (1.5%) increase and such amended schedule shall be designated as Exhibit C.

2. Following C.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit C, provided that Employees whose basic rate of pay on December 31, 2017, falls between two steps or exceeds the maximum step of their pay range shall receive a one and one-half percent (1.5%) pay increase.

3. Employees not administratively assigned to the salary schedule shall receive a one and one-half percent (1.5%) pay increase.

D. Subject to the approval of the respective legislative bodies and effective July 1, 2018:

1. The salary schedule designated as Exhibit C shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase, and such amended schedule shall be designated as Exhibit D.

2. Following D.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit D, provided that Employees whose basic rate of pay on June 30, 2018, falls between two steps or exceeds the maximum step of their pay range shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

3. Employees not administratively assigned to the salary schedule shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

4. Lump Sum Payment. Employees who were employed as of June 30, 2018, shall receive a one-time lump sum payment equal to one hundred fifty dollars (\$150), provided Employees who are less than full-time shall receive a prorated amount

of this lump sum payment.

E. Subject to the approval of the respective legislative bodies and effective January 1, 2019:

1. Notwithstanding Paragraph O. of Article 14, Compensation Adjustments, Employees on Step A shall be placed on Step B of the corresponding pay range.

2. Thereafter, Step A shall be deleted from the salary schedule.

3. Following E.2. above, the salary schedule shall be amended to reflect a one and twenty-five one-hundredths percent (1.25%) increase and such amended schedule shall be designated as Exhibit E.

4. Employees shall be placed on the corresponding pay range and step of Exhibit E, provided that Employees whose basic rate of pay on December 31, 2018, falls between two steps or exceeds the maximum step of their pay range shall receive a one and twenty-five one-hundredths percent (1.25%) pay increase.

5. Employees not administratively assigned to the salary schedule shall receive a one and twenty-five one-hundredths percent (1.25%) pay increase.

F. Except as provided in E.1. above, there shall be no step movements during the period July 1, 2017 to and including June 30, 2019.

ARTICLE 51 – SALARIES

Delete existing language in its entirety and replace with the following:

A. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2017:

1. The salary schedule designated as Exhibit A shall be amended to reflect a two percent (2%) increase, and such amended schedule shall be designated as Exhibit B.

2. Following B.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit B, provided that Employees whose basic rate of pay on June 30, 2017, falls between two steps or exceeds the maximum step of their pay range shall receive a two percent (2%) pay increase.

3. Employees not administratively assigned to the salary schedule shall receive a two percent (2%) pay increase.

4. Lump Sum Payment. Employees who were employed as of June 30, 2017, shall receive a one-time lump sum payment equal to one hundred fifty dollars (\$150), provided Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

C. Subject to the approval of the respective legislative bodies and effective January 1, 2018:

1. The salary schedule designated as Exhibit B shall be amended to reflect a one and one-half percent (1.5%) increase and such amended schedule shall be designated as Exhibit C.

2. Following C.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit C, provided that Employees whose basic rate of pay on December 31, 2017, falls between two steps or exceeds the maximum step of their pay range shall receive a one and one-half percent (1.5%) pay increase.

3. Employees not administratively assigned to the salary schedule shall receive a one and one-half percent (1.5%) pay increase.

D. Subject to the approval of the respective legislative bodies and effective July 1, 2018:

1. The salary schedule designated as Exhibit C shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase, and such amended schedule shall be designated as Exhibit D.

2. Following D.1. above, Employees shall be placed on the corresponding pay range and step of Exhibit D, provided that Employees whose basic rate of pay on June 30, 2018, falls between two steps or exceeds the maximum step of their pay range shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

3. Employees not administratively assigned to the salary schedule shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

4. Lump Sum Payment. Employees who were employed as of June 30, 2018, shall receive a one-time lump sum payment equal to one hundred fifty dollars (\$150), provided Employees who are less than full-time shall receive a prorated amount

of this lump sum payment.

E. Subject to the approval of the respective legislative bodies and effective January 1, 2019:

1. Notwithstanding Paragraph O. of Article 14, Compensation Adjustments, Employees on Step A shall be placed on Step B of the corresponding pay range.

2. Thereafter, Step A shall be deleted from the salary schedule.

3. Following E.2. above, the salary schedule shall be amended to reflect a one and twenty-five one-hundredths percent (1.25%) increase and such amended schedule shall be designated as Exhibit E.

4. Employees shall be placed on the corresponding pay range and step of Exhibit E, provided that Employees whose basic rate of pay on December 31, 2018, falls between two steps or exceeds the maximum step of their pay range shall receive a one and twenty-five one-hundredths percent (1.25%) pay increase.

5. Employees not administratively assigned to the salary schedule shall receive a one and twenty-five one-hundredths percent (1.25%) pay increase.

F. Except as provided in E.1. above, there shall be no step movements during the period July 1, 2017 to and including June 30, 2019.

ARTICLE 56 – SALARIES

Delete existing language in its entirety and replace with the following:

A. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2017:

1. Step Movement: Employees who become eligible for step movements during the period July 1, 2017 through June 30, 2018 shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in E. below.

2. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be amended to reflect a two percent (2%) increase and such amended schedule shall be designated as Exhibit B.

b. Following B.2.a, above, Employees shall be placed on the corresponding salary range and step of Exhibit B, provided that Employees whose basic rate of pay on June 30, 2017 exceeds the maximum step of their pay range shall receive a two percent (2%) increase and shall remain above the maximum rate of the salary range.

c. Employees not administratively assigned to the salary schedule shall receive a two (2%) pay increase.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2018:

1. Step Movement: Employees who become eligible for step movements during the period July 1, 2018 through June 30, 2019 shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in E. below.

2. Salary Schedule:

a. The salary schedule designated as Exhibit B shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase and such amended schedule shall be designated as Exhibit C.

b. Following C.2.a. above, Employees shall be placed on the corresponding salary range and step of Exhibit C, provided that Employees whose basic rate of pay on June 30, 2018 exceeds the maximum step of their pay range shall receive a two and twenty-five one-hundredths percent (2.25%) increase and shall remain above the maximum rate of the salary range.

c. Employees not administratively assigned to the salary schedule shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

D. Subject to the approval of the respective legislative bodies and effective January 1, 2019:

1. The salary schedule designated as Exhibit C shall be amended to reflect a one and two-tenths percent (1.2%) increase and such amended schedule shall be designated as Exhibit D.

2. Following D.1. above, Employees shall be placed on the corresponding salary range and step of Exhibit D, provided that Employees whose basic rate of pay on December 31, 2018 exceeds the maximum step of their pay range shall receive a one and two-tenths percent (1.2%) increase and shall remain above the maximum rate of the salary range.

3. Employees not administratively assigned to the Salary Schedule shall receive a one and two-tenths percent (1.2%) pay increase.

E. Step Movement Plan: Following B.1. and C.1. above, Employees shall move to their appropriate step on the salary schedule in accordance with the following step movement plan:

1. All Employees at SR 18 B shall remain at that range and step until their positions are reallocated.

2. Step movements. All Employees at SR 20 and above, shall move as follows:

a. Step B to Step C upon completion of three (3) or more months of satisfactory service with the Employer to equal at least twelve (12) months of registered professional nurse experience, including the

three (3) months with the Employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

b. Step B to Step D upon completion of three (3) or more months of satisfactory service with the Employer to equal at least eighteen (18) months registered professional nurse experience, including the three (3) months with the Employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

c. Step B to Step E upon completion of three (3) or more months of satisfactory service with the Employer to equal at least twenty-four (24) months registered professional nurse experience; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

d. Step C to Step D upon completion of the required months of satisfactory service with the Employer to equal to at least eighteen (18) months registered professional nurse experience, including time with the Employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

e. Step C or Step D to Step E upon completion of the required months of satisfactory service with the Employer to equal to at least twenty-four (24) months of registered professional nurse experience, including time with the Employer; provided the previous registered professional nurse experience was gained within the preceding five (5) years.

f. Longevity (5 years). All Employees with at least five (5) years of creditable service but less than ten (10) years of creditable service as a registered professional nurse with the Employer, and who are on Step D or Step E, shall move to Step L-1 of their respective salary ranges.

g. Longevity (10 years). All Employees with at least ten (10) years of creditable service but less than fifteen (15) years of creditable service as a registered professional nurse with the Employer, and who are on Step E or Step L-1, shall move to Step L-2 of their respective salary ranges.

h. Longevity (15 years). All Employees with at least fifteen (15) years of creditable service but less than twenty (20) years of creditable service as a registered professional nurse with the Employer, and who are

on Step L-1 or Step L-2, shall move to Step L-3 of their respective salary ranges.

i. Longevity (20 years). All Employees with at least twenty (20) years of creditable service as a registered professional nurse with the Employer, and who are on Step L-1, Step L-2 or Step L-3, shall move to Step L-4 of their respective salary ranges.

F. For purposes of this Article, satisfactory service is defined as receiving a satisfactory or meets expectations rating in the Employees' performance evaluations made by the respective Employer. Creditable service shall include service in all Employer jurisdictions and incorporates all leaves of absences with pay and the following authorized leaves without pay (LWOP).

1. LWOP to pursue a course of instruction relating to the Employee's work;
2. LWOP to engage in research, relating to the Employee's work;
3. LWOP to render service at the State Legislature;
4. LWOP to serve on loan by contract to other governments;
5. Sabbatical Leave;
6. Military Leave;
7. LWOP to recuperate from an injury for which weekly workers' compensation payments are made;
8. LWOP to work in an exempt position.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 13.

ARTICLE 51 – SALARIES

Delete existing language in its entirety and replace with the following:

A. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2017:

1. Step Movement: Employees who become eligible for step movements from July 1, 2017 through June 30, 2018 in accordance with Paragraph P. of Article 14, Compensation Adjustment, shall receive their step movements on their step movement dates.

2. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be amended to reflect a two percent (2%) increase and such amended schedule shall be designated as Exhibit B.

b. Following B.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit B.

c. Employees not administratively assigned to the salary schedule shall receive a two percent (2%) pay increase.

d. Excluded Employees exempted from civil service coverage, whose pay is set at the discretion of the appointing authority, shall continue to be adjusted at the discretion of the appointing authority from funds allowed for this purpose.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2018:

1. Step Movement: Employees who become eligible for step movements from July 1, 2018 through June 30, 2019 in accordance with Paragraph P. of Article 14, Compensation Adjustment, shall receive their step movements on their step movement dates.

2. Salary Schedule:

a. The salary schedule designated as Exhibit B shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase and such amended schedule shall be designated as Exhibit C.

b. Following C.1.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit C.

c. Employees not administratively assigned to the salary schedule shall receive a two and twenty-five one-hundredths percent (2.25%) pay increase.

d. Excluded Employees exempted from civil service coverage, whose pay is set at the discretion of the appointing authority, shall continue to be adjusted at the discretion of the appointing authority from funds allowed for this purpose.

SALARIES

Applicable to EMCP employees excluded from BU 2, 9 and 13

1. The salary schedules in effect on June 30, 2017 shall be designated as Exhibit 1 and Exhibit 4 – Licensed Health Care Professionals (LHCP).
2. *For EMCP excluded from BU 9 only:* The higher of the BU 32 (BU 9 EMCP) minimum and maximum rates or the BU 9 minimum and maximum rates on the equivalent salary range shall be utilized.
3. Subject to the approval of the respective legislative bodies and effective July 1, 2017
 - a. The salary schedules designated as Exhibit 1 and Exhibit 4 – LHCP shall be amended to reflect a two percent (2%) increase and such amended schedules shall be designated as Exhibit 2 and Exhibit 5, respectively.
 - b. Employees who are employed as of June 30, 2017 shall receive a two percent (2%) increase to their basic rate of pay.
4. Subject to the approval of the respective legislative bodies and effective January 1, 2018, Employees who are employed as of December 31, 2017 shall receive a one and two-tenths percent (1.2%) increase to their basic rate of pay.
5. Subject to the approval of the respective legislative bodies and effective July 1, 2018
 - a. The salary schedules designated as Exhibit 2 and Exhibit 5 – LHCP shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase and such amended schedules shall be designated as Exhibit 3 and 6, respectively.
 - b. Employees who are employed as of June 30, 2018 shall receive a two and twenty-five one-hundredths percent (2.25%) increase to their basic rate of pay.
6. Subject to the approval of the respective legislative bodies and effective January 1, 2019, Employees who are employed as of December 31, 2018 shall receive a one and two-tenths percent (1.2%) increase to their basic rate of pay.
7. For the period July 1, 2017 to June 30, 2019 there shall be no WIRP increases.

SALARIES

Applicable to EMCP employees excluded from BU 4

1. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit 1.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2017
 - a. The salary schedule designated as Exhibit 1 shall be amended to reflect a two percent (2%) increase and such amended schedule shall be designated as Exhibit 2.
 - b. Employees who are employed as of June 30, 2017 shall receive a two percent (2%) increase to their basic rate of pay.
 - c. Employees who were employed as of June 30, 2017, shall receive a one-time lump sum payment equal to one hundred fifty dollars (\$150), provided Employees who are less than full-time shall receive a prorated amount of this lump sum payment.
3. Subject to the approval of the respective legislative bodies and effective January 1, 2018, Employees who are employed as of December 31, 2017 shall receive a one and one-half percent (1.5%) increase to their basic rate of pay.
4. Subject to the approval of the respective legislative bodies and effective July 1, 2018
 - a. The salary schedule designated as Exhibit 2 shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase and such amended schedule shall be designated as Exhibit 3.
 - b. Employees who are employed as of June 30, 2018 shall receive a two and twenty-five one-hundredths percent (2.25%) increase to their basic rate of pay.
 - c. Employees who were employed as of June 30, 2018, shall receive a one-time lump sum payment equal to one hundred fifty dollars (\$150), provided Employees who are less than full-time shall receive a prorated amount of this lump sum payment.
5. Subject to the approval of the respective legislative bodies and effective January 1, 2019, Employees who are employed as of December 31, 2018 shall receive a one and twenty-five one-hundredths percent (1.25%) increase to their basic rate of pay.
6. For the period July 1, 2017 to June 30, 2019 there shall be no WIRP increases.

COMPENSATION PROGRAMS

Applicable to EMCP employees excluded from BUs 2, 4, 9 and 13

All current and future costs of the compensation programs below shall be accommodated from existing program budget allocations and shall not require or serve as the sole basis for future supplemental program budget requests. Certification of availability of funds is required.

The Director of Human Resources Development will issue additional policies and procedures that shall be used in conjunction with the policies below.

The following EMCP pay programs shall continue beyond June 30, 2019 or until modified by a successor executive order.

A. Performance Bonus

(This section supersedes section B. Performance Bonus in EO 15-02)

1. Effective October 1 of each year, Employees employed on October 1, who receive an overall evaluation of "Exceptional" on their annual EMCP Performance Evaluations for the immediately preceding fiscal year, may receive a one-time lump sum bonus of two percent (2%) of their June 30 annual basic rate of pay. The bonus shall not increase the Employees' base pay.
2. The Employee must have occupied an EMCP position for at least six months of the applicable July 1 to June 30 evaluation period to be eligible for the performance bonus.
3. If the Employee occupied an EMCP position for at least six months, but less than twelve months, the bonus shall be prorated on the basis of the number of whole months (drop fractions of a month) the Employee occupied an EMCP position.
4. If the Employee was compensated at different EMCP salary ranges during the evaluation period, the amount of the bonus shall be prorated based on the highest salary at each level, based upon the number of months at each level. In the event of the fractions of a month, round to the nearest whole month, not to exceed a total of twelve months.
5. The bonus shall not be applied to Employees retroactively reallocated to EMCP classifications from non-EMCP classifications.

B. Professional Growth In-Grade Compensation Adjustment

(Effective October 1, 2017, this section supersedes section C. In-Grade Compensation Adjustment for Increase in the Scope and Complexity of Work in EO 15-02)

1. Effective October 1, 2017, a four percent (4%) professional growth in-grade compensation adjustment, not to exceed the maximum of the salary range, may be authorized by the appointing authority for the following:
 - a. Increased Scope and Complexity of Work
 - 1) This adjustment is for employees whose scope and complexity of work has expanded, but remains characteristic of their existing pay range.

It may be used when there is a significant change in responsibilities, an addition to the predominant duties of the position, or a new significant function is added. The significant change must be substantial as demonstrated in an increase in the accountability; critical thinking; problem solving; decision making; knowledge, skills and expertise; and/or communication skills of the employee.
 - 2) An increase in workload shall not be a basis for an in-grade compensation adjustment.
 - b. Increased Competencies
 - 1) Professional growth of an employee as demonstrated on an on-going basis in increased skills, knowledge, abilities, etc.
 - 2) Consideration may be given to the attainment of additional training or certification relevant to the area of professional specialization where the employee demonstrates application of the newly gained professional skills, knowledge and expertise in the performance of his/her duties and responsibilities.
2. Professional growth in-grade adjustment shall be limited to once every 12 months from the last in-grade adjustment. The appointing authority may, on an exception and special circumstance basis, waive the 12 month requirement with documented supporting rationale; provided the exception shall occur no earlier than 6 months after the last adjustment.

D. Retention Adjustment

(Effective October 1, 2017, this section supersedes Retention Adjustments Under the Flexible Hiring Rates Program in EO 13-03.)

1. Effective October 1, 2017, a retention adjustment may be authorized by the appointing authority, not to exceed the maximum of the salary range, to retain a key employee who has received a bona fide job offer and whose knowledge, skills, abilities and competencies are critical to the department's operations.
2. The bona fide job offer must be in writing and include the salary information.
3. The employee must have at least a satisfactory performance rating on the last evaluation period.
4. A counteroffer may be made, provided that:
 - a. It shall not be greater than the amount of the job offer from the other employer or agency, and
 - b. It shall not exceed the maximum of the employee's pay range.

E. Internal Alignment Adjustment

(Effective October 1, 2017, this section supersedes Equity Adjustments for Existing Employees in EO 13-03.)

Effective October 1, 2017, an internal alignment adjustment may be authorized by the appointing authority, not to exceed the maximum of the salary range, to adjust the pay rate of an existing employee when it is determined that the employee's rate of pay is significantly less than one or more employees in the same or lower pay grade who have similar responsibilities. Compensation adjustments shall be based on a comparison of the employees' education, training, experience, knowledge, skills, abilities and competencies.

F. Flexible Hiring Rates

(Effective October 1, 2017, this section supersedes Transfers and Promotions Under the Flexible Hiring Rates Program in EO 13-03.)

1. Effective October 1, 2017, the appointing authority may authorize a hiring rate for an EMCP candidate based on the DHRD salary matrix. The salary matrix is used to score the individual's education, work experience, and work performed; to determine the employee's salary.

2. In exceptional cases, when the salary determined by the salary matrix points does not adequately account for the individual's credentials, the appointing authority may authorize a higher salary, provided appropriate documentation and justification is given for the additional credentials, and the salary does not exceed the salary range maximum.
3. At the discretion of the appointing authority, the pay for an existing EMCP employee who is transferred or promoted to a vacant position, may be determined using the DHRD salary matrix, provided the salary shall not be less than the amount the employee would have customarily received if compensated according to existing compensation adjustment language in the applicable executive order, rules, or policies and procedures.

This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2.

Bargaining Unit 02
TENTATIVE AGREEMENT
Employer JUN
Union A. White
Date 1/5/2017

ARTICLE 35 - VACATION LEAVE

A. Earning of Vacation Leave.

1. All Employees shall earn vacation leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight (8) hour workday.

2. If such Employees render less than a month of service, their vacation allowance for such month shall be computed as follows:

Actual Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours of service" shall include paid holidays.

3. Individuals who are employed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

1 4. Vacation allowance shall accrue to an Employee while the Employee
2 is on leave with pay unless specifically prohibited by the Agreement.

3
4 5. No vacation allowance shall accrue:

5
6 a. During the period of any vacation leave or sick leave granted
7 when the employment terminates or is to terminate at the end of such leave;

8
9 b. During the period the Employee is on leave without pay,
10 except for the period the Employee is on leave for disability and is being paid
11 Workers' Compensation therefore;

12
13 c. During any period of valid suspension which is sustained in
14 the event an appeal is made by the Employee;

15
16 d. During any period of unauthorized leave;

17
18 e. During any period the Employee is on educational leave; or

19
20 f. During any period of leave with pay pending investigation if the
21 Employee:

- 22
23 1. is subsequently discharged/dismissed;
24 2. resigns or retires prior to the discharge/dismissal; or
25 3. resigns or retires during the investigation.

26
27 6. Vacation for an Employee Serving a Provisional Appointment. An
28 Employee serving a provisional appointment shall not be entitled to a vacation with
29 pay. However, a provisional appointee shall be entitled to earn and accrue
30 vacation allowances during the term of the Employee's provisional appointment and
31 if upon the termination of the Employee's provisional appointment the Employee

1 receives probationary or limited term or permanent appointment in the same
2 position, the Employee shall be credited with the allowances earned and accrued
3 during the provisional appointment and if the Employee does not become such
4 limited term, probationary, or regular Employee, the vacation allowance shall be
5 automatically forfeited. It is provided, however, that a regular Employee who
6 receives a promotion through a provisional appointment shall be considered to be a
7 regular Employee and shall continue to earn vacation allowance.

8
9 7. **Vacation for a Non-regular Employee Serving a Temporary**
10 **Appointment Outside the List (TAOL).** A non-regular Employee serving on a TAOL
11 basis shall not be entitled to a vacation leave with pay. However, whenever the
12 duration of the TAOL is for longer than one (1) year, including any extensions
13 granted for a specific appointment, the non-regular Employee shall be entitled to (a)
14 earn vacation leave beginning with the first month of the second year in accordance
15 with A.1. and A.2., and (b) use the vacation leave accrued in accordance with the
16 provisions of this Article. Whenever a non-regular Employee's TAOL is ended, any
17 vacation leave accrued shall be automatically forfeited.

18
19 B. **Accumulation of Vacation Leave.**

20
21 1. An Employee may accumulate up to twenty-one (21) days of vacation
22 leave per calendar year until the Employee accumulated the Employee's first
23 forty-two (42) days. Subsequently an Employee may accumulate not more than
24 fifteen (15) days of vacation leave per calendar year, even if the Employee's total
25 accumulated days fall below forty-two (42) days. However, vacation leave in
26 excess of fifteen (15) days per year may be accumulated for good cause when a
27 request for such accumulation is approved by the department head provided such
28 request shall be accompanied by a stipulation that the Employee shall take such
29 excess vacation days at a specified time. If the Employee fails to take this vacation
30 at the time stipulated, the Employee shall forfeit the excess accumulation of

1 vacation leave unless for good reason an extension of time is granted by the
2 department head.

3

4 2. Vacation leave shall be administered on a calendar year basis and
5 recorded at the end of each calendar year. After the end of each year, the
6 appointing authority will furnish each Employee with a statement of the vacation
7 leave credits remaining as of December 31.

8

9 3. Any Employee who is entitled to an annual vacation may accumulate
10 for the succeeding year or years such unused portion of the Employee's vacation
11 allowance as is permitted above, provided that the total accumulation shall not
12 exceed ninety (90) working days at the end of the calendar year. If any recorded
13 accumulation of vacation allowance at the end of any calendar year shall exceed
14 ninety (90) working days, the Employee shall automatically forfeit the unused
15 vacation allowance which is in excess of the allowable ninety (90) working days.

16

17 4. Nothing in this Article contained shall be construed to prohibit the
18 taking or to require the forfeiture, of any vacation which is validly granted and the
19 taking of which is commenced on or before the last working day of any calendar
20 year, notwithstanding that the recording of the current accrued vacation allowance
21 for such year on the last day thereof might result in an accumulation of more than
22 ninety (90) working days including the working days of the vacation so granted and
23 then being taken, but the period of such vacation shall be regarded for all purposes
24 as if the same had been entirely taken on or before the last day of such calendar
25 year.

26

27 5. Whenever the Employee's accumulated vacation credit exceeds
28 ninety (90) working days the Employee shall receive cash payment in lieu of
29 vacation to the extent of the excess if, upon investigation by the Comptroller of the
30 State or the respective county director of finance, it is found that the excess
31 vacation credit resulted from the Employee's inability to be allowed vacation time off

1 because of orders of the Employee's appointing authority; otherwise the Employee
2 shall automatically forfeit the excess.

3

4 6. Whenever an Employee is unable to take the Employee's scheduled
5 vacation because of illness, the Employee shall be permitted to reschedule the
6 Employee's vacation; however, if the duration of illness is such that the vacation
7 cannot be rescheduled within the calendar year and to protect against the forfeiture
8 of excess vacation, the Employee shall be permitted to substitute vacation for sick
9 leave or take such excess vacation immediately upon the conclusion of such sick
10 leave.

11

12 7. Nothing contained in this Article shall be construed to require the
13 forfeiture of vacation credits when an Employee terminates on or before the last
14 working day of the calendar year, notwithstanding the fact that the recording of
15 current accrued vacation for the year on the last day may result in an accumulation
16 of more than ninety (90) working days.

17

18 C. Taking Vacation Leave Granted.

19

20 1. When a vacation is requested on a proper application by an
21 Employee, it shall be granted and taken at such time or times as the department
22 head may designate; provided, that it shall be as close to the requested period as
23 conditions in the department will permit, and so as to prevent any forfeiture of
24 vacation allowance.

25

26 2. When a vacation is granted, it may include, in accordance with the
27 law and at the request of the Employee, all vacation allowance accrued up to the
28 end of the Employee's last full month of service immediately preceding the
29 commencement of the vacation. For non-regular Employees who earn vacation
30 allowance pursuant to A.7, the vacation granted may include, at the request of the

1 Employee, all vacation allowance accrued up to the commencement of the
2 vacation.

3
4 3. Whenever an Employee's vacation leave which has been approved
5 on the appropriate leave application form is rescinded, non-refundable travel and
6 lodging expenses incurred by the Employee shall be reimbursed by the Employer.

7
8 4. No vacation leave of less than one (1) hour may be granted.
9 However, when payment in lieu of vacation is legally permissible, or when the
10 Employee's service will not continue at the expiration of the vacation, such payment
11 may include a prorated amount for any fraction of a working day of vacation
12 allowance to which the Employee is entitled.

13
14 D. Vacation Charged Only for Working Hours.

15
16 1. Employees on vacation shall have charged against their vacation
17 allowances all working hours or fraction to the nearest one-fourth (1/4) hour thereof
18 which occur during the period of the Employee's vacation.

19
20 2. Employees normally working eight (8) hour days, other than between
21 the hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday and Friday
22 inclusive, shall have charged against their vacation allowances only those hours or
23 fraction to the nearest 1/4 hour thereof they were scheduled to work or would have
24 worked had they not taken vacations.

25
26 E. Priority of Scheduling Vacation Leave. Priority in scheduling annual
27 leave shall be given to Employees on the basis of seniority within the office. The
28 priority shall be rotated in descending order according to seniority to assure that
29 each Employee will receive priority scheduling at least once.

30
31 F. Recall from Vacation.

1

2 1. An Employee may be recalled to duty before the expiration of any
3 granted vacation when, in the opinion of the department head, the Employee's
4 services are required. In such event the Employee shall be paid for all work
5 performed at the rate of one and one-half (1 1/2) times the Employee's regular rate
6 of pay during such period the Employee is recalled from the Employee's vacation
7 and shall be granted the Employee's unused vacation days at a time mutually
8 agreed upon.

9

10 2. An Employee who is summoned during the Employee's vacation to
11 serve as a witness in any judicial proceeding in connection with the duties and
12 responsibilities of the Employee's position on work related matters shall be
13 compensated at one and one-half (1 1/2) times the Employee's regular rate of pay
14 during the scheduled vacation period the Employee is required to serve and the
15 Employee's unused vacation leave shall be rescheduled at a time mutually agreed
16 upon.

17

18 3. An Employee who is summoned during the Employee's vacation to
19 serve as a witness or juror in any judicial proceedings, except those which may
20 involve or arise out of the Employee's outside employment or the Employee's
21 personal business or private affairs shall, if the Employee serves, be permitted to
22 reschedule the Employee's vacation for another mutually agreed upon time.

23

24 G. Advance Vacation. Advance vacation shall be granted only where an
25 Employee has exhausted all earned vacation allowance and is detained out of the
26 State of Hawai'i for a cause which the Employee establishes to the satisfaction of
27 the department head to be out of the Employee's control. An Employee so
28 detained shall immediately communicate with the department head and request
29 such advance vacation and, if the same is granted, it shall be considered as taken
30 with the express understanding that if such leave is not later earned during the term
31 of employment the unearned portion of the vacation pay so advanced will be

1 repaid, on demand of the department head to the Employer by the Employee or the
2 Employee's executors and administrators out of the Employee's estate, if the
3 Employee is deceased, or deductions may be made for such unearned portion from
4 any salary due the Employee, or from any monies in the annuity savings fund of the
5 Employee's retirement system of the Employer to the credit of the Employee.

6
7 H. Effect of Transfer to Position in Which Vacation Allowance is Not
8 Earnable. When an Employee is transferred from or otherwise relinquishes one
9 position in which vacation allowance may be earned, and accepts employment in
10 another position in the service of the Employer in which vacation allowance may not
11 be earned, the Employee may be deemed, for purposes of receiving pay in lieu of
12 vacation, including any lapsed vacation in excess of the maximum allowed, to have
13 terminated the Employee's services. But in the event that the Employee is not
14 eligible under the circumstances to receive pay in lieu of vacation, the acceptance
15 of such new employment shall not of itself have the effect of forfeiting any vacation
16 allowance to which the Employee is then entitled.

17
18 I. Pay for Vacation Allowance Upon Termination and When Moving
19 Between Jurisdictions of the State.

20
21 1. Whenever a termination of services takes place, the Employee is to
22 be paid, in accordance with Section 78-23, Hawai'i Revised Statutes, for the
23 Employee's vacation allowance either in a lump sum or in the normal manner as
24 provided in subsection 2.

25
26 2. When payment in a lump sum is made to an Employee hired on or
27 before June 30, 1997, the sum payable for vacation allowance shall be equal to the
28 amount of compensation to which the Employee would be entitled or which the
29 Employee would be allowed during the vacation period if the Employee were
30 permitted to take the Employee's vacation in the normal manner. Whenever an
31 Employee is discharged for cause or when payment in a lump sum is made to an

1 Employee hired after June 30, 1997, the lump sum vacation allowance payable
2 shall be computed on the basis of the Employee's accumulated vacation hours
3 multiplied by the Employee's hourly rate of pay as of the effective date of discharge
4 or termination.

5
6 3. However, if the Employee is rehired within seven (7) calendar days
7 by the Employer and will continue to earn vacation allowance, such a payment shall
8 not be made.

9
10 4. When an Employee moves from one Employer jurisdiction to another
11 to accept employment in a position in which vacation allowance is earned, the
12 Employee shall be given credit for the vacation earned or accumulated in the
13 jurisdiction from which the Employee transferred, and the director of finance of the
14 State or the equivalent officers of the counties, Judiciary, and the Hawai'i Health
15 Systems Corporation, as the case may be, shall make the appropriate transfer of
16 funds to implement the transfer. However, the Employee may request and receive
17 payment of a portion of or all of the Employee's vacation credits accumulated up to
18 the effective date of the movement.

19
20 ~~[5. — An Employee who, pursuant to the U.S. Universal Military Service
21 and Training Act or other Federal statute is called or ordered and reports either
22 voluntarily or involuntarily for active military duty with a branch of the U.S. Armed
23 Forces shall be deemed to have terminated the Employee's services for the
24 purposes of this Article. The Employee's choice of lump sum payment for the
25 Employee's vacation allowance will not of itself cause the forfeiture of the
26 Employee's unused sick leave credits.]~~

27
28 J. In the event that a vacation request is denied by the department
29 head, the Employee may request to be furnished the reasons for the denial in
30 writing.

31

This adjustment is applicable to civil service and exempt employees excluded from BU 3.

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer AKN
Union Sh
Date 12.29.16

ARTICLE 35 - VACATION LEAVE

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A. Earning of Vacation Leave.

1. All Employees shall earn vacation leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight (8) hour workday.

2. If such Employees render less than a month of service, their vacation allowance for such month shall be computed as follows:

Actual Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours of service" shall include paid holidays.

3. Individuals who are employed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

1 4. Vacation allowance shall accrue to an Employee while the Employee is on
2 leave with pay unless specifically prohibited by the Agreement.

3
4 5. No vacation allowance shall accrue:

5
6 a. During the period of any vacation leave or sick leave granted when
7 the employment terminates or is to terminate at the end of such leave;

8
9 b. During the period the Employee is on leave without pay, except for
10 the period the Employee is on leave for disability and is being paid Workers'
11 Compensation therefore;

12
13 c. During any period of valid suspension which is sustained in the event
14 an appeal is made by the Employee;

15
16 d. During any period of unauthorized leave;

17
18 e. During any period the Employee is on educational leave; or

19
20 f. During any period of leave with pay pending investigation if the
21 Employee:

22
23 1) is subsequently discharged/dismissed;

24 2) resigns or retires prior to the discharge/dismissal; or

25 3) resigns or retires during the investigation.

26
27 6. Vacation for an Employee Serving a Provisional Appointment. An Employee
28 serving a provisional appointment shall not be entitled to a vacation with pay. However, a
29 provisional appointee shall be entitled to earn and accrue vacation allowances during the
30 term of the Employee's provisional appointment and if upon the termination of the

1 Employee's provisional appointment the Employee receives probationary or limited term or
2 permanent appointment in the same position, the Employee shall be credited with the
3 allowances earned and accrued during the provisional appointment and if the Employee
4 does not become such limited term, probationary, or regular Employee, the vacation
5 allowance shall be automatically forfeited. It is provided, however, that a regular
6 Employee who receives a promotion through a provisional appointment shall be
7 considered to be a regular Employee and shall continue to earn vacation allowance.
8

9 7. Vacation for a Non-regular Employee Serving a Temporary Appointment
10 Outside the List (TAOL). A non-regular Employee serving on a TAOL basis shall not be
11 entitled to a vacation leave with pay. However, whenever the duration of the TAOL is for
12 longer than one (1) year, including any extensions granted for a specific appointment, the
13 non-regular Employee shall be entitled to (a) earn vacation leave beginning with the first
14 month of the second year in accordance with A.1. and A.2., and (b) use the vacation leave
15 accrued in accordance with the provisions of this Article. Whenever a non-regular
16 Employee's TAOL is ended, any vacation leave accrued shall be automatically forfeited.
17

18 B. Accumulation of Vacation Leave.
19

20 1. An Employee may accumulate up to twenty-one (21) days of vacation leave
21 per calendar year until the Employee accumulated the Employee's first forty-two (42) days.
22 Subsequently an Employee may accumulate not more than fifteen (15) days of vacation
23 leave per calendar year, even if the Employee's total accumulated days fall below forty-two
24 (42) days. However, vacation leave in excess of fifteen (15) days per year may be
25 accumulated for good cause when a request for such accumulation is approved by the
26 department head provided such request shall be accompanied by a stipulation that the
27 Employee shall take such excess vacation days at a specified time. If the Employee fails
28 to take this vacation at the time stipulated, the Employee shall forfeit the excess
29 accumulation of vacation leave unless for good reason an extension of time is granted by
30 the department head.

1
2 2. Vacation leave shall be administered on a calendar year basis and recorded
3 at the end of each calendar year. After the end of each year, the appointing authority will
4 furnish each Employee with a statement of the vacation leave credits remaining as of
5 December 31.
6

7 3. Any Employee who is entitled to an annual vacation may accumulate for the
8 succeeding year or years such unused portion of the Employee's vacation allowance as is
9 permitted above, provided that the total accumulation shall not exceed ninety (90) working
10 days at the end of the calendar year. If any recorded accumulation of vacation allowance
11 at the end of any calendar year shall exceed ninety (90) working days, the Employee shall
12 automatically forfeit the unused vacation allowance which is in excess of the allowable
13 ninety (90) working days.
14

15 4. Nothing in this Article contained shall be construed to prohibit the taking or to
16 require the forfeiture, of any vacation which is validly granted and the taking of which is
17 commenced on or before the last working day of any calendar year, notwithstanding that
18 the recording of the current accrued vacation allowance for such year on the last day
19 thereof might result in an accumulation of more than ninety (90) working days including the
20 working days of the vacation so granted and then being taken, but the period of such
21 vacation shall be regarded for all purposes as if the same had been entirely taken on or
22 before the last day of such calendar year.
23

24 5. Whenever the Employee's accumulated vacation credit exceeds ninety (90)
25 working days the Employee shall receive cash payment in lieu of vacation to the extent of
26 the excess if, upon investigation by the Comptroller of the State or the respective county
27 director of finance, it is found that the excess vacation credit resulted from the Employee's
28 inability to be allowed vacation time off because of orders of the Employee's appointing
29 authority; otherwise the Employee shall automatically forfeit the excess.
30

1 6. Whenever an Employee is unable to take the Employee's scheduled
2 vacation because of illness, the Employee shall be permitted to reschedule the
3 Employee's vacation; however, if the duration of illness is such that the vacation cannot be
4 rescheduled within the calendar year and to protect against the forfeiture of excess
5 vacation, the Employee shall be permitted to substitute vacation for sick leave or take such
6 excess vacation immediately upon the conclusion of such sick leave.

7
8 7. Nothing contained in this Article shall be construed to require the forfeiture of
9 vacation credits when an Employee terminates on or before the last working day of the
10 calendar year, notwithstanding the fact that the recording of current accrued vacation for
11 the year on the last day may result in an accumulation of more than ninety (90) working
12 days.

13
14 C. Taking Vacation Leave Granted.

15
16 1. When a vacation is requested on a proper application by an Employee, it
17 shall be granted and taken at such time or times as the department head may designate;
18 provided, that it shall be as close to the requested period as conditions in the department
19 will permit, and so as to prevent any forfeiture of vacation allowance.

20
21 2. When a vacation is granted, it may include, in accordance with the law and
22 at the request of the Employee, all vacation allowance accrued up to the end of the
23 Employee's last full month of service immediately preceding the commencement of the
24 vacation. For non-regular Employees who earn vacation allowance pursuant to A.7, the
25 vacation granted may include, at the request of the Employee, all vacation allowance
26 accrued up to the commencement of the vacation.

27
28 3. Whenever an Employee's vacation leave which has been approved on the
29 appropriate leave application form is rescinded, non-refundable travel and lodging
30 expenses incurred by the Employee shall be reimbursed by the Employer.

1
2 4. No vacation leave of less than one (1) hour may be granted. However,
3 when payment in lieu of vacation is legally permissible, or when the Employee's service
4 will not continue at the expiration of the vacation, such payment may include a prorated
5 amount for any fraction of a working day of vacation allowance to which the Employee is
6 entitled. (Remove)

7
8 D. Vacation Charged Only for Working Hours.

9
10 1. Employees on vacation shall have charged against their vacation
11 allowances all working hours or fraction to the nearest one-fourth (1/4) hour thereof which
12 occur during the period of the Employee's vacation.

13
14 2. Employees normally working eight (8) hour days, other than between the
15 hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday and Friday inclusive,
16 shall have charged against their vacation allowances only those hours or fraction to the
17 nearest 1/4 hour thereof they were scheduled to work or would have worked had they not
18 taken vacations.

19
20 E. Priority of Scheduling Vacation Leave. Priority in scheduling annual leave
21 shall be given to Employees on the basis of seniority within the office. The priority shall be
22 rotated in descending order according to seniority to assure that each Employee will
23 receive priority scheduling at least once.

24
25 F. Recall from Vacation.

26
27 1. An Employee may be recalled to duty before the expiration of any granted
28 vacation when, in the opinion of the department head, the Employee's services are
29 required. In such event the Employee shall be paid for all work performed at the rate of
30 one and one-half (1 1/2) times the Employee's regular rate of pay during such period the

1 Employee is recalled from vacation and shall be granted unused vacation days at a time
2 mutually agreed upon.

3
4 2. An Employee who is summoned during vacation to serve as a witness or
5 juror in any judicial proceedings, except those which may involve or arise out of the
6 Employee's outside employment or personal business or private affairs shall, if the
7 Employee serves, be permitted to reschedule the Employee's vacation for another
8 mutually agreed upon time.

9
10 G. Advance Vacation. Advance vacation shall be granted only where an
11 Employee has exhausted all earned vacation allowance and is detained out of the State of
12 Hawai'i for a cause which the Employee establishes to the satisfaction of the department
13 head to be out of the Employee's control. An Employee so detained shall immediately
14 communicate with the department head and request such advance vacation and, if the
15 same is granted, it shall be considered as taken with the express understanding that if
16 such leave is not later earned during the term of employment the unearned portion of the
17 vacation pay so advanced will be repaid, on demand of the department head to the
18 Employer by the Employee or the Employee's executors and administrators out of the
19 Employee's estate, if the Employee is deceased, or deductions may be made for such
20 unearned portion from any salary due the Employee, or from any monies in the annuity
21 savings fund of the Employee's retirement system of the Employer to the credit of the
22 Employee.

23
24
25 H. Effect of Transfer to Position in Which Vacation Allowance is Not Earnable.
26 When an Employee is transferred from or otherwise relinquishes one position in which
27 vacation allowance may be earned, and accepts employment in another position in the
28 service of the Employer in which vacation allowance may not be earned, the Employee
29 may be deemed, for purposes of receiving pay in lieu of vacation, including any lapsed
30 vacation in excess of the maximum allowed, to have terminated the Employee's services.

1 But in the event that the Employee is not eligible under the circumstances to receive pay in
2 lieu of vacation, the acceptance of such new employment shall not of itself have the effect
3 of forfeiting any vacation allowance to which the Employee is then entitled.
4

5 I. Pay for Vacation Allowance Upon Termination and When Moving Between
6 Jurisdictions of the State.
7

8 1. Whenever a termination of services takes place, the Employee is to be paid,
9 in accordance with section 78-23, Hawai'i Revised Statutes, for the Employee's vacation
10 allowance either in a lump sum or in the normal manner as provided in subsection 2.
11

12 2. When payment in a lump sum is made to an Employee hired on or before
13 June 30, 1997, the sum payable for vacation allowance shall be equal to the amount of
14 compensation to which the Employee would be entitled or which the Employee would be
15 allowed during the vacation period if the Employee were permitted to take the Employee's
16 vacation in the normal manner. Whenever an Employee is discharged for cause or when
17 payment in a lump sum is made to an Employee hired after June 30, 1997, the lump sum
18 vacation allowance payable shall be computed on the basis of the Employee's
19 accumulated vacation hours multiplied by the Employee's hourly rate of pay as of the
20 effective date of discharge or termination.
21

22 3. However, if the Employee is rehired within seven (7) calendar days by the
23 Employer and will continue to earn vacation allowance, such a payment shall not be made.
24

25 4. When an Employee moves from one Employer jurisdiction to another to
26 accept employment in a position in which vacation allowance is earned, the Employee
27 shall be given credit for the vacation earned or accumulated in the jurisdiction from which
28 the Employee transferred, and the director of finance of the State or the equivalent officers
29 of the counties, Judiciary, and the Hawai'i Health Systems Corporation, as the case may
30 be, shall make the appropriate transfer of funds to implement the transfer. However, the

1 Employee may request and receive payment of a portion of or all of the Employee's
2 vacation credits accumulated up to the effective date of the movement.

3

4 ~~[5.—An Employee who, pursuant to the U.S. Universal Military Service and~~
5 ~~Training Act or other Federal statute is called or ordered and reports either voluntarily or~~
6 ~~involuntarily for active military duty with a branch of the U.S. Armed Forces shall be~~
7 ~~deemed to have terminated the Employee's services for the purposes of this Article. The~~
8 ~~Employee's choice of lump sum payment for the Employee's vacation allowance will not of~~
9 ~~itself cause the forfeiture of the Employee's unused sick leave credits.]~~

10

11 J. In the event that a vacation request is denied by the department head, the
12 Employee may request to be furnished the reasons for the denial in writing.

This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4.

Bargaining Unit 04
TENTATIVE AGREEMENT
Employer SKW
Union SEIU
Date 12-29-16

1

2

ARTICLE 35 - VACATION LEAVE

3

4

A. Earning of Vacation Leave.

5

6

1. All Employees shall earn vacation leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight-hour (8) workday.

7

8

9

10

2. If such Employees render less than a month of service, their vacation allowance for such month shall be computed as follows:

11

12

13

Actual Straight Time

14

Hours of Service

Working Hours of Leave

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For 0 to 31 0

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For 32 to 55 4

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For 56 to 79 6

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For 80 to 103 8

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For 104 to 127 10

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For 128 to 151 12

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For 152 or more 14

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The term "actual straight time hours of service" shall include paid holidays.

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3. Individuals who are employed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

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4. Vacation allowance shall accrue to an Employee while on leave with pay unless specifically prohibited by the Agreement.

5. No vacation allowance shall accrue:

a. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave;

b. During the period the Employee is on leave without pay, except for the period on leave for disability and is being paid Workers' Compensation therefore;

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee;

d. During any period of unauthorized leave;

e. During any period the Employee is on educational leave; or

f. During any period of leave with pay pending investigation if the Employee:

- 1) is subsequently discharged/dismissed;
- 2) resigns or retires prior to the discharge/dismissal; or
- 3) resigns or retires during the investigation.

1 6. Vacation for an Employee Serving a Provisional Appointment. An
2 Employee serving a provisional appointment shall not be entitled to a vacation
3 leave with pay. However, a provisional appointee shall be entitled to earn and
4 accrue vacation allowances during the term of provisional appointment and if
5 upon the termination of provisional appointment the Employee receives
6 probationary or limited term or permanent appointment in the same position, the
7 Employee shall be credited with the allowances earned and accrued during the
8 provisional appointment and if the Employee does not become such limited term,
9 probationary, or regular Employee, the vacation allowance shall be automatically
10 forfeited. It is provided, however, that a regular Employee who receives a
11 promotion through a provisional appointment shall be considered to be a regular
12 Employee and shall continue to earn vacation allowance.

13
14 7. Vacation for a Non-regular Employee Serving a Temporary
15 Appointment Outside the List (TAOL). A non-regular Employee serving on a
16 TAOL basis shall not be entitled to a vacation leave with pay. However,
17 whenever the duration of the TAOL is for longer than one year, including any
18 extensions granted for a specific appointment, the non-regular Employee shall be
19 entitled to (a) earn vacation leave beginning with the first month of the second
20 year in accordance with A.1. and A.2. and (b) use the vacation leave accrued in
21 accordance with the provisions of this Article. Whenever a non-regular
22 Employee's TAOL is ended, any vacation leave accrued shall be automatically
23 forfeited.

24
25 B. Accumulation of Vacation Leave.

26
27 1. An Employee may accumulate up to twenty-one (21) days of
28 vacation leave per calendar year until the Employee accumulated the first
29 forty-two (42) days. Subsequently an Employee may accumulate not more than

1 fifteen (15) days of vacation leave per calendar year, even if the total
2 accumulated days fall below forty-two (42) days. However, vacation leave in
3 excess of fifteen (15) days per year may be accumulated for good cause when a
4 request for such accumulation is approved by the department head provided
5 such request shall be accompanied by a stipulation that the Employee shall take
6 such excess vacation days at a specified time. If the Employee fails to take this
7 vacation at the time stipulated, the Employee shall forfeit the excess
8 accumulation of vacation leave unless for good reason an extension of time is
9 granted by the department head.

10

11 2. Vacation leave shall be administered on a calendar year basis and
12 recorded at the end of each calendar year. After the end of each year, the
13 appointing authority will furnish each Employee with a statement of the vacation
14 leave credits remaining as of December 31.

15

16 3. Any Employee who is entitled to an annual vacation may
17 accumulate for the succeeding year or years such unused portion of vacation
18 allowance as is permitted above, provided that the total accumulation shall not at
19 the end of any calendar year shall exceed ninety (90) working days, the
20 Employee shall exceed ninety (90) working days at the end of the calendar year.
21 If any recorded accumulation of vacation allowance automatically forfeit the
22 unused vacation allowance which is in excess of the allowable ninety (90)
23 working days.

24

25 4. Nothing in this Article contained shall be construed to prohibit the
26 taking or to require the forfeiture, of any vacation which is validly granted and the
27 taking of which is commenced on or before the last working day of any calendar
28 year, notwithstanding that the recording of the current accrued vacation
29 allowance for such year on the last day thereof might result in an accumulation of

1 more than ninety (90) working days including the working days of the vacation so
2 granted and then being taken, but the period of such vacation shall be regarded
3 for all purposes as if the same had been entirely taken on or before the last day
4 of such calendar year.

5
6 5. Whenever the Employee's accumulated vacation credit exceeds
7 ninety (90) working days the Employee shall receive cash payment in lieu of
8 vacation to the extent of the excess if, upon investigation by the Comptroller of
9 the State or the respective county director of finance, it is found that the excess
10 vacation credit resulted from the Employee's inability to be allowed vacation time
11 off because of orders of the appointing authority; otherwise the Employee shall
12 automatically forfeit the excess.

13
14 6. Whenever an Employee is unable to take scheduled vacation
15 because of illness, the Employee shall be permitted to reschedule the
16 Employee's vacation; however, if the duration of illness is such that the vacation
17 cannot be rescheduled within the calendar year and to protect against the
18 forfeiture of excess vacation, the Employee shall be permitted to substitute
19 vacation for sick leave or take such excess vacation immediately upon the
20 conclusion of such sick leave.

21
22 7. Nothing contained in this Article shall be construed to require the
23 forfeiture of vacation credits when an Employee terminates on or before the last
24 working day of the calendar year, notwithstanding the fact that the recording of
25 current accrued vacation for the year on the last day may result in an
26 accumulation of more than ninety (90) working days.

27
28 C. Taking Vacation Leave Granted.

1 1. When a vacation is requested on a proper application by an
2 Employee, it shall be granted and taken at such time or times as the department
3 head may designate; provided, that it shall be as close to the requested period as
4 conditions in the department will permit, and so as to prevent any forfeiture of
5 vacation allowance.

6
7 2. When a vacation is granted, it may include, in accordance with the
8 law and at the request of the Employee, all vacation allowance accrued up to the
9 end of the Employee's last full month of service immediately preceding the
10 commencement of the vacation. For non-regular Employees who earn vacation
11 allowance pursuant to A.7, the vacation granted may include, at the request of
12 the Employee, all vacation allowance accrued up to the commencement of the
13 vacation.

14
15 3. Whenever an Employee's vacation leave which has been approved
16 on the appropriate leave application form is rescinded, non-refundable travel and
17 lodging expenses incurred by the Employee shall be reimbursed by the
18 Employer.

19
20 4. No vacation leave of less than one (1) hour may be granted.
21 However, when payment in lieu of vacation is legally permissible, or when the
22 Employee's service will not continue at the expiration of the vacation, such
23 payment may include a prorated amount for any fraction of a working day of
24 vacation allowance to which the Employee is entitled.

25
26 D. Vacation Charged Only for Working Hours.

27

1 1. Employees on vacation shall have charged against their vacation
2 allowances all working hours or fraction to the nearest 1/4 hour thereof which
3 occur during the period of the Employee's vacation.

4
5 2. Employees normally working eight-hour (8) days, other than
6 between the hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday
7 and Friday inclusive, shall have charged against their vacation allowances only
8 those hours or fraction to the nearest 1/4 hour thereof they were scheduled to
9 work or would have worked had they not taken vacations.

10
11 E. Priority of Scheduling Vacation Leave. Priority in scheduling annual
12 leave shall be given to Employees on the basis of seniority within the office. The
13 priority shall be rotated in descending order according to seniority to assure that
14 each Employee will receive priority scheduling at least once.

15
16 F. Recall from Vacation.

17
18 1. An Employee may be recalled to duty before the expiration of any
19 granted vacation when, in the opinion of the department head, the Employee's
20 services are required. In such event the Employee shall be paid for all work
21 performed at the rate of one and one-half (1 1/2) times the Employee's regular
22 rate of pay during such period the Employee is recalled from vacation and shall
23 be granted unused vacation days at a time mutually agreed upon.

24
25 2. An Employee who is summoned during vacation to serve as a
26 witness in any judicial proceeding in connection with the duties and
27 responsibilities of the Employee's position on work related matters shall be
28 compensated at one and one-half (1 1/2) times the Employee's regular rate of
29 pay during the scheduled vacation period the Employee is required to serve and

1 the Employee's unused vacation leave shall be rescheduled at a time mutually
2 agreed upon.

3
4 3. An Employee who is summoned during vacation to serve as a
5 witness or juror in any judicial proceedings, except those which may involve or
6 arise out of the Employee's outside employment or personal business or private
7 affairs shall, if the Employee serves, be permitted to reschedule the Employee's
8 vacation for another mutually agreed upon time.

9
10 G. Advance Vacation. Advance vacation shall be granted only where
11 an Employee has exhausted all earned vacation allowance and is detained out of
12 the State of Hawai'i for a cause which the Employee establishes to the
13 satisfaction of the department head to be out of the Employee's control. An
14 Employee so detained shall immediately communicate with the department head
15 and request such advance vacation and, if the same is granted, it shall be
16 considered as taken with the express understanding that if such leave is not later
17 earned during the term of employment the unearned portion of the vacation pay
18 so advanced will be repaid, on demand of the department head to the Employer
19 by the Employee or the Employee's executors and administrators out of the
20 Employee's estate, if the Employee is deceased, or deductions may be made for
21 such unearned portion from any salary due the Employee, or from any monies in
22 the annuity savings fund of the Employee's retirement system of the Employer to
23 the credit of the Employee.

24
25 H. Effect of Transfer to Position in Which Vacation Allowance Is Not
26 Earnable. When an Employee is transferred from or otherwise relinquishes one
27 position in which vacation allowance may be earned, and accepts employment in
28 another position in the service of the Employer in which vacation allowance may
29 not be earned, the Employee may be deemed, for purposes of receiving pay in

1 lieu of vacation, including any lapsed vacation in excess of the maximum
2 allowed, to have terminated services. But in the event that the Employee is not
3 eligible under the circumstances to receive pay in lieu of vacation, the
4 acceptance of such new employment shall not of itself have the effect of forfeiting
5 any vacation allowance to which the Employee is then entitled.

6
7 I. Pay for Vacation Allowance Upon Termination and When Moving
8 Between Jurisdictions of the State.

9
10 1. Whenever a termination of services takes place, the Employee is to
11 be paid, in accordance with Section 78-23, Hawai'i Revised Statutes, for
12 vacation allowance either in a lump sum or in the normal manner as provided in
13 subsection 2.

14
15 2. When payment in a lump sum is made to an Employee hired on or
16 before June 30, 1997, the sum payable for vacation allowance shall be equal to
17 the amount of compensation to which the Employee would be entitled or would
18 be allowed during the vacation period if the Employee were permitted to take the
19 Employee's vacation in the normal manner. Whenever an Employee is
20 discharged for cause or when payment in a lump sum is made to an Employee
21 hired after June 30, 1997, the lump sum vacation allowance payable shall be
22 computed on the basis of the Employee's accumulated vacation hours multiplied
23 by the Employee's hourly rate of pay as of the effective date of discharge or
24 termination.

25
26 3. However, if the Employee is rehired within seven (7) calendar days
27 by the Employer and will continue to earn vacation allowance, such a payment
28 shall not be made.

29

1 4. When an Employee moves from one Employer jurisdiction to
2 another to accept employment in a position in which vacation allowance is
3 earned, the Employee shall be given credit for the vacation earned or
4 accumulated in the jurisdiction from which the Employee transferred, and the
5 director of finance of the State or the equivalent officers of the counties,
6 Judiciary, and the Hawai'i Health Systems Corporation, as the case may be,
7 shall make the appropriate transfer of funds to implement the transfer. However,
8 the Employee may request and receive payment of a portion of or all of the
9 Employee's vacation credits accumulated up to the effective date of the
10 movement.

11
12 ~~5. — An Employee who, pursuant to the U.S. Universal Military Service
13 and Training Act or other Federal statute is called or ordered and reports either
14 voluntarily or involuntarily for active military duty with a branch of the U.S. Armed
15 Forces shall be deemed to have terminated services for the purposes of this
16 Article. The Employee's choice of lump sum payment for vacation allowance will
17 not of itself cause the forfeiture of unused sick leave credits.]~~

18
19 J. In the event that a vacation request is denied by the department
20 head, the Employee may request the reasons for the denial in writing be
21 furnished.
22

This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9.

Bargaining Unit 09
TENTATIVE AGREEMENT
Employer SKN
Union SM
Date 1-5-17

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ARTICLE 41 - VACATION LEAVE

A. Earning of Vacation Leave. All Employees shall earn vacation leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight (8) hour workday.

B. If such Employee renders less than a month of service, their vacation allowance for such month shall be computed as follows:

Actual Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours of service" shall include paid holidays.

C. Individuals who are employed on a temporary, contractual, or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

D. Vacation allowance shall accrue to an Employee while the Employee is on leave with pay unless specifically prohibited.

E. No vacation allowance shall accrue:

1 1. During the period of any vacation leave or sick leave granted when the
2 employment terminates or is to terminate at the end of such leave.

3

4 2. During the period the Employee is on leave without pay, except for the
5 period the Employee is on leave for disability and is being paid workers'
6 compensation therefore.

7

8 3. During any period of valid suspension which is sustained in the event
9 an appeal is made by the Employee.

10

11 4. During any period of unauthorized leave.

12

13 5. During any period the Employee is on educational/sabbatical leave.

14

15 6. During any period of leave with pay pending investigation if the
16 Employee:

17

18 a. is subsequently discharged/dismissed;

19 b. resigns or retires prior to the discharge/dismissal; or

20 c. resigns or retires during the investigation.

21

22 F. Vacation for an Employee Serving a Provisional Appointment or
23 Temporary Appointment Outside the List.

24

25 1. Any Employee serving a provisional appointment shall not be entitled
26 to a vacation with pay. However, a provisional appointee shall be entitled to earn
27 and accrue vacation allowance during the term of the appointee's provisional
28 appointment and if upon the termination of the provisional appointment the
29 Employee receives probationary or limited term or permanent appointment in the
30 same position, the Employee shall be credited with the allowances earned and
31 accrued during the provisional appointment and if the Employee does not become

1 such limited term, probationary, or regular Employee, the vacation allowance shall
2 be automatically forfeited. It is provided, however, that a regular Employee who
3 receives a promotion through a provisional appointment shall be considered to be a
4 regular Employee and shall continue to earn vacation allowance.

5
6 2. Vacation for a Non-Regular Employee Serving a Temporary
7 Appointment Outside the List (TAOL). A non-regular Employee serving on a TAOL
8 basis shall not be entitled to a vacation leave with pay. However, whenever the
9 duration of the TAOL is for longer than one (1) year, including any extensions
10 granted for a specific appointment, the non-regular Employee shall be entitled to (a)
11 earn vacation leave beginning with the first month of the second year in accordance
12 with A.1. and A.2., and (b) use the vacation leave accrued in accordance with the
13 provisions of this Article. Whenever a non-regular Employee's TAOL is ended, any
14 vacation leave accrued shall be automatically forfeited.

15
16 G. Accumulation of Vacation. An Employee may accumulate not more
17 than fifteen (15) days of vacation leave per calendar year. However, vacation leave
18 in excess of fifteen (15) days per year may be accumulated for good cause when a
19 request for such accumulation is approved by the department head provided such
20 request shall be accompanied by a stipulation that the Employee shall take such
21 excess vacation days at a specified time. If the Employee fails to take this vacation
22 at the time stipulated, the Employee shall forfeit the excess accumulation of vacation
23 leave unless for good reason an extension of time is granted by the department
24 head.

25
26 H. Vacation leave shall be administered on a calendar year basis and
27 recorded at the end of each calendar year.

28
29 1. After the end of each year, the appointing authority will furnish each
30 Employee with a statement of the vacation leave credits remaining as of
31 December 31.

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2. Nothing contained in this Article shall be construed to require the forfeiture of vacation credits when an Employee terminates on or before the last working day of the calendar year, notwithstanding the fact that the recording of current accrued vacation for the year on the last day may result in an accumulation of more than ninety (90) working days.

I. Any Employee who is entitled to an annual vacation may accumulate for the succeeding year or years such unused portion of the Employee's vacation allowance as is permitted above, provided that the total accumulation shall not exceed ninety (90) working days at the end of the calendar year. If any recorded accumulation of vacation allowance at the end of any calendar year shall exceed ninety (90) working days, the Employee shall automatically forfeit the unused vacation allowance which is in excess of the allowable ninety (90) working days.

J. Nothing in this Article contained shall be construed to prohibit the taking or to require the forfeiture of any vacation which is validly granted and the taking of which is commenced on or before the last working day of any calendar year, notwithstanding that the recording of the current accrued vacation allowance for such year on the last day thereof might result in an accumulation of more than ninety (90) working days including the working days of the vacation so granted and then being taken, but the period of such vacation shall be regarded for all purposes as if the same had been entirely taken on or before the last day of such calendar year.

K. Nothing in this Article contained shall be construed to prohibit the lawful payment of pay in lieu of vacation.

L. Whenever an Employee is unable to take her scheduled vacation because of illness, she shall be permitted to reschedule her vacation; however, if the duration of illness is such that the vacation cannot be rescheduled within the

1 calendar year and to protect against the forfeiture of excess vacation, the Employee
2 shall be permitted to substitute vacation for sick leave or take such excess vacation
3 immediately upon the conclusion of such sick leave.

4
5 M. Employee's Duty to Give Notice of Vacation. It shall be the duty of an
6 Employee desiring to take vacation to submit to the appropriate department head on
7 a form prescribed by the Employer or the Employer's representative, an application
8 therefore a sufficient time in advance of the proposed commencement date of such
9 vacation to enable such department head to make arrangements for the necessary
10 readjustment of work in the department. However, the requirement for advance
11 notice may be waived when emergency situations arise.

12
13 N. Taking Vacation Leave Granted. When a vacation is requested on a
14 proper application by an Employee, it shall be granted and taken at such time or
15 times as the department head may designate; provided, that it shall be as close to
16 the requested period as conditions in the department will permit, and so as to
17 prevent any forfeiture of vacation allowance.

18
19 Whenever an Employee's vacation leave which has been approved on the
20 appropriate leave application form is rescinded, non-refundable travel and lodging
21 expenses incurred by the Employee shall be reimbursed by the Employer.

22
23 O. In the event that a vacation request is denied by the department
24 head, the department shall furnish in writing, the reasons for the denial upon the
25 Employee's request.

26
27 P. When a vacation is granted, it may include, at the request of the
28 Employee, all vacation allowance accrued up to the end of the Employee's last full
29 month of service immediately preceding the commencement of the vacation. For
30 non-regular Employees who earn vacation allowance pursuant to F.2., the vacation
31 granted may include, at the request of the Employee, all vacation allowance accrued

1 up to the commencement of the vacation.
2

3 Q. No vacation leave of less than one (1) hour may be granted.
4 However, when payment in lieu of vacation is legally permissible, or when the
5 Employee's service will not continue at the expiration of the vacation, such payment
6 may include a prorated amount for any fraction of a working day of vacation
7 allowance to which the Employee is entitled as provided in this Article.
8

9 R. Vacation--How Charged. Employees shall have charged against
10 their vacation allowances only those days or hours, as applicable, they were
11 scheduled to work or would have worked had they not taken vacation.
12

13 S. Recall from Vacation.
14

15 1. An Employee may be recalled to duty before the expiration of any
16 granted vacation, when, in the opinion of the department head the Employee's
17 services are required. In such event the Employee shall be paid for all work
18 performed at the rate of one and one-half (1/2) times the Employee's regular rate of
19 pay during such period the Employee's services are required and shall be granted
20 the unused vacation days at a time mutually agreed upon.
21

22 2. An Employee who is summoned during her vacation to serve as a
23 witness in any judicial proceeding in connection with the duties and responsibilities
24 of her position on work related matters shall be compensated at one and one-half
25 (1/2) times her regular rate of pay during the scheduled vacation period she is
26 required to serve and her unused vacation leave shall be rescheduled at a time
27 mutually agreed upon.
28

29 3. An Employee who is summoned during her vacation to serve as a
30 witness or juror in any judicial proceedings, except those which may involve or arise
31 out of the Employee's outside employment or her personal business or private affairs

1 shall, if she serves, be permitted to reschedule her vacation for another mutually
2 agreed upon time.

3

4 T. Advance Vacation. Advance vacation shall be granted only where an
5 Employee has exhausted all earned vacation allowance and is detained out of the
6 State of Hawai'i for a cause which the Employee establishes to the satisfaction of
7 the department head to be out of the Employee's control. An Employee so detained
8 shall immediately communicate with the department head and request such advance
9 vacation and, if the same is granted, it shall be considered as taken with the express
10 understanding that if such leave is not later earned during the term of employment,
11 the unearned portion of the vacation pay so advanced will be repaid, on demand of
12 the department head to the Employer by the Employee or the Employee's executors
13 and administrators out of the Employee's estate. If the Employee is deceased, or
14 deductions may be made for such unearned portion from any salary due the
15 Employee or from any monies in the annuity savings fund of the Employee's
16 retirement system of the Employer to the credit of the Employee.

17

18 U. Effect of Transfer to Position in Which Vacation Allowance is Not
19 Earnable. When an Employee is transferred from or otherwise relinquishes one
20 position in which vacation allowance may be earned, and accepts employment in
21 another position in the service of the Employer in which vacation allowance may not
22 be earned, the Employee may be deemed, for purposes of receiving pay in lieu of
23 vacation, including any lapsed vacation in excess of the maximum allowed, to have
24 terminated employment. But in the event that the Employee is not eligible under the
25 circumstances to receive pay in lieu of vacation, the acceptance of such new
26 employment shall not of itself have the effect of forfeiting any vacation allowance to
27 which the Employee is then entitled.

28

29 V. Pay for Vacation Allowance Upon Separation and When Moving
30 Between Jurisdictions of the State. Whenever a separation from service takes
31 place, the Employee is to be paid, in accordance with section 78-23, Hawai'i

1 Revised Statutes, for the Employee's vacation allowance either in a lump sum or in
2 the normal manner as provided in subsection W.

3
4 W. When payment in a lump sum is made to an Employee hired on or
5 before June 30, 1997, the sum payable for vacation allowance shall be equal to the
6 amount of compensation to which the Employee would be entitled or which the
7 Employee would be allowed during the vacation period if the Employee were
8 permitted to take vacation in the normal manner. Whenever an Employee is
9 discharged for cause or when payment in a lump sum is made to an Employee hired
10 after June 30, 1997, the lump sum vacation allowance payable shall be computed on
11 the basis of the Employee's accumulated vacation hours multiplied by the
12 Employee's hourly rate of pay as of the effective date of discharge or termination.

13
14 X. However, if the Employee is rehired within seven (7) calendar days
15 by the Employer and will continue to earn vacation allowance, such a payment shall
16 not be made.

17
18 Y. When an Employee moves from one Employer jurisdiction to another
19 to accept employment in a position in which vacation allowance is earned, the
20 Employee shall be given credit for the vacation earned or accumulated in the
21 jurisdiction from which the Employee transferred, and the director of finance of the
22 State or the equivalent officers of the counties, Judiciary, and the Hawai'i Health
23 Systems Corporation, as the case may be, shall make the appropriate transfer of
24 funds to implement the transfer. However, the Employee may request and receive
25 payment of a portion of or all of the Employee's vacation credits accumulated up to
26 the effective date of the movement.

27
28 ~~Z[. An Employee who pursuant to the U.S. Universal Military Service and~~
29 ~~Training Act or other Federal Statute is called or ordered and reports either~~
30 ~~voluntarily or involuntarily for active military duty with a branch of the U.S. Armed~~
31 ~~Forces shall be deemed to have terminated employment for the purpose of this~~

1 ~~Article. The Employee's choice of lump sum payment for the vacation allowance will~~
2 ~~not of itself cause the forfeiture of the Employee's unused sick leave credits.]~~

3 **RESERVED.**

4

5 AA. Provisions of this Article shall be applied uniformly and without
6 discrimination.

This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2.

Bargaining Unit 02
TENTATIVE AGREEMENT
Employer JCU
Union to Niketa
Date 1/5/2017

ARTICLE 44 - MILITARY LEAVE

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A. Military Leave With Pay.

1. Employees whose appointment is for six (6) months or more shall, while on active duty or during periods of camps of instruction or field maneuvers as members of the Hawai'i national guard, air national guard, naval militia, organized reserves, including the officers' reserve corps and the enlisted reserve corps, under call of the President of the United States or the governor of the State, be placed on leave with pay status for a period not exceeding fifteen (15) working days in any calendar year, except as provided in subparagraph A.2. No such person shall be subjected by any person, directly or indirectly, by reason of absence to any loss or diminution of vacation or holiday privileges or be prejudiced by reason of the absence with reference to promotion or continuance of employment or reemployment.

2. If an Employee is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year, the Employee may elect to use up to fifteen (15) working days of the succeeding calendar year; provided that the Employee's entitlement to the working days advanced shall be canceled from the succeeding calendar year, and the Employee shall so agree in writing. The Employee who is advanced leave shall be required to reimburse the Employer an amount equivalent to the days advanced in the event the Employee leaves government employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of death of the Employee.

B. Military Leave Without Pay.

1 1. The following Employees shall be entitled to military leave without
2 pay for service in the United States Armed Forces:

3

4 a. Employees serving initial probational appointments.

5

6 b. Regular Employees serving permanent or new probational
7 appointments.

8

9 c. Regular Employees serving temporary appointments and who
10 have not forfeited their rights to the position in which they last held
11 permanent appointment.

12

13 d. Exempt Employees serving other than temporary
14 appointments.

15

16 2. The duration of the military leave without pay shall be for no more
17 than five (5) years.

18

19 **3. The Employee has the option to 1) substitute any available**
20 **paid vacation leave time for otherwise unpaid leave or 2) be paid their**
21 **available vacation leave time in a lump sum payment. The Employee's**
22 **choice of lump sum payment for vacation allowance will not of itself cause**
23 **the forfeiture of unused sick leave credits.**

24

25 [3]4. Upon conclusion of the military leave without pay, Employees shall
26 have reemployment rights in accordance with Chapter 43 of Title 38 of the United
27 States Code.

28

29 [4]5. Replacements for Employees on military leave without pay.

30

1 a. In filling a position which became vacant by military leave
2 without pay, the appointing authority may appoint a replacement Employee
3 and shall inform the replacement the status of the replacement's
4 employment and the provisions of this Agreement relating to military leaves
5 without pay.

6
7 b. A replacement employed in the position from which military
8 leave was granted shall be displaced so that the position may be filled again
9 by the former Employee returning to government employment.
10 Replacement Employees with regular status shall be returned to their former
11 positions or other comparable positions deemed appropriate by the [~~director~~
12 ~~of personnel services~~]Employer. In the event there are no such positions,
13 the replacement Employees shall be subject to Article 9, Layoff.

14
15 C. Leave for Pre-Induction Examination. An Employee who is absent
16 from work for the purpose of undergoing physical examination prior to induction into
17 the United States Armed Forces shall be granted leave with pay for such purpose,
18 and the leave shall not be charged against the Employee's vacation allowance.

This adjustment is applicable to civil service and exempt employees excluded from BU 3.

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer JKN
Union [Signature]
Date 12-29-16

ARTICLE 42 - MILITARY LEAVE

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A. Military Leave With Pay.

1. Employees whose appointment is for six (6) months or more shall, while on active duty or during periods of camps of instruction or field maneuvers as members of the Hawai'i national guard, air national guard, naval militia, organized reserves, including the officers' reserve corps and the enlisted reserve corps, under call of the President of the United States or the governor of the State, be placed on leave with pay status for a period not exceeding fifteen (15) working days in any calendar year, except as provided in subparagraph A.2. No such person shall be subjected by any person, directly or indirectly, by reason of absence to any loss or diminution of vacation or holiday privileges or be prejudiced by reason of the absence with reference to promotion or continuance of employment or reemployment.

2. If an Employee is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year, the Employee may elect to use up to fifteen (15) working days of the succeeding calendar year; provided that the Employee's entitlement to the working days advanced shall be canceled from the succeeding calendar year, and the Employee shall so agree in writing. The Employee who is advanced leave shall be required to reimburse the Employer an amount equivalent to the days advanced in the event the Employee leaves government employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of death of the Employee.

B. Military Leave Without Pay.

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1. Employees shall be entitled to military leave without pay for service in the United States Armed Forces.

2. The duration of military leave without pay shall not exceed five (5) years provided that Employees whose period of employment is less than five (5) years, the military leave without pay shall not exceed the specified period of employment.

3. The Employee has the option to 1) substitute any available paid vacation leave time for otherwise unpaid leave or 2) be paid their available vacation leave time in a lump sum payment. The Employee's choice of lump sum payment for vacation allowance will not of itself cause the forfeiture of unused sick leave credits.

[3] 4. Upon conclusion of the military leave without pay, Employees shall have reemployment rights in accordance with Chapter 43 of Title 38 of the United States Code.

[4] 5. Replacements for Employees on Military Leave Without Pay.

a. In filling a position which became vacant by military leave without pay, the appointing authority may appoint a replacement Employee and shall inform the replacement the status of the replacement's employment and the provisions of this Agreement relating to military leaves without pay.

b. A replacement employed in the position from which military leave was granted shall be displaced so that the position may be filled again by the former Employee returning to government employment.

1 Replacement Employees with regular status shall be returned to their
2 former positions or other comparable positions deemed appropriate by the
3 ~~[director of personnel services]~~ **Employer**. In the event there are no such
4 positions, the replacement Employees shall be subject to Article 9,
5 Reduction-In-Force.
6

7 **[5] 6.** Administration and enforcement of the provision relating to military
8 leave without pay shall be in accordance with applicable laws and regulations.
9

10 a. Appeals with regard to military leave without pay shall be
11 filed with the Federal Department of Labor who is responsible for
12 administering and enforcing the respective provisions covering military
13 leave without pay.
14

15 b. Appeals relative to military leave without pay shall not be
16 filed through the grievance procedure found in the collective bargaining
17 agreement.
18

19 C. Leave for Pre-Induction Examination. An Employee who is absent
20 from work for the purpose of undergoing physical examination prior to induction
21 into the United States Armed Forces shall be granted leave with pay for such
22 purpose, and the leave shall not be charged against the Employee's vacation
23 allowance.

This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4.

Bargaining Unit 04
TENTATIVE AGREEMENT
Employer JCN
Union SH
Date 12-29-16

ARTICLE 42 - MILITARY LEAVE

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A. Military Leave With Pay.

1. Employees whose appointment is for six (6) months or more shall, while on active duty or during periods of camps of instruction or field maneuvers as members of the Hawai'i national guard, air national guard, naval militia, organized reserves, including the officers' reserve corps and the enlisted reserve corps, under call of the President of the United States or the governor of the State, be placed on leave with pay status for a period not exceeding fifteen (15) working days in any calendar year, except as provided in subparagraph A.2. No such person shall be subjected by any person, directly or indirectly, by reason of absence to any loss or diminution of vacation or holiday privileges or be prejudiced by reason of the absence with reference to promotion or continuance of employment or reemployment.

2. If an Employee is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year, the Employee may elect to use up to fifteen (15) working days of the succeeding calendar year; provided that the Employee's entitlement to the working days advanced shall be canceled from the succeeding calendar year, and the Employee shall so agree in writing. The Employee who is advanced leave shall be required to reimburse the Employer an amount equivalent to the days advanced in the event the Employee leaves government employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of death of the Employee.

B. Military Leave Without Pay.

1 1. The following Employees shall be entitled to military leave without pay
2 for service in the United States Armed Forces:

- 3
- 4 a. Employees serving initial probational appointments.
- 5 b. Regular Employees serving permanent or new probational
6 appointments.
- 7
- 8 c. Regular Employees serving temporary appointments and who
9 have not forfeited their rights to the position in which they last held permanent
10 appointment.
- 11
- 12 d. Exempt Employees serving other than temporary appointments.
- 13

14 2. The duration of the military leave without pay shall be for no more than
15 five (5) years.

16

17 **3. The Employee has the option to 1) substitute any available paid**
18 **vacation leave time for otherwise unpaid leave or 2) be paid their available**
19 **vacation leave time in a lump sum payment. The Employee's choice of lump**
20 **sum payment for vacation allowance will not of itself cause the forfeiture of**
21 **unused sick leave credits.**

22

23 [3]4. Upon conclusion of the military leave without pay, Employees shall
24 have reemployment rights in accordance with Chapter 43 of Title 38 of the United
25 States Code.

26

27 [4]5. Replacements for Employees on military leave without pay.

28

29 a. In filling a position which became vacant by military leave
30 without pay, the appointing authority may appoint a replacement Employee

1 and shall inform the replacement the status of the replacement's employment
2 and the provisions of this Agreement relating to military leaves without pay.
3

4 b. A replacement employed in the position from which military
5 leave was granted shall be displaced so that the position may be filled again
6 by the former Employee returning to government employment. Replacement
7 Employees with regular status shall be returned to their former positions or
8 other comparable positions deemed appropriate by the [~~director of personnel~~
9 services] **Employer**. In the event there are no such positions, the
10 replacement Employees shall be subject to Article 9, Layoff.
11

12 C. Leave for Pre-Induction Examination. An Employee who is absent
13 from work for the purpose of undergoing physical examination prior to induction into
14 the United States Armed Forces shall be granted leave with pay for such purpose,
15 and the leave shall not be charged against the Employee's vacation allowance.

This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9.

Bargaining Unit 09
TENTATIVE AGREEMENT
Employer MCU
Union CU
Date 1-5-17

ARTICLE 51 - MILITARY LEAVE

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A. Military Leave With Pay.

1. Employees whose appointment is for six (6) months or more shall, while on active duty or during periods of camps of instruction or field maneuvers as members of the Hawai'i National Guard, Air National Guard, naval militia, organized reserves, including the officers' reserve corps and the enlisted reserve corps, under call of the President of the United States or the Governor of the State, be placed on leave with pay status for a period not exceeding fifteen (15) working days in any calendar year, except as provided in subparagraph A.2. No such person shall be subjected by any person, directly or indirectly, by reason of absence to any loss or diminution of vacation or holiday privileges or be prejudiced by reason of the absence with reference to promotion or continuance of employment or reemployment.

2. If an Employee is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year, the Employee may elect to use up to fifteen (15) working days of military leave with pay from the succeeding calendar year; provided that the Employee's entitlement to the working days advanced shall be canceled from the succeeding calendar year, and the Employee shall so agree in writing. The Employee who is advanced military leave with pay shall be required to reimburse the Employer an amount equivalent to the days advanced in the event the Employee leaves employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of death of the Employee.

B. Military Leave Without Pay.

1 1. The following Employees shall be entitled to military leave without pay
2 for service in the United States Armed Forces:

3
4 a. Employees serving initial probationary appointments.

5
6 b. Regular Employees serving permanent or new probationary
7 appointments.

8
9 c. Regular Employees serving temporary appointments and who
10 have not forfeited their rights to the position in which they last held permanent
11 appointment.

12
13 d. Exempt Employees serving other than temporary appointments.

14
15 2. The duration of the military leave without pay shall be for no more than
16 four (4) years plus a one (1) year voluntary extension of active duty when the
17 extension is at the request and for the convenience of the U.S. government.

18
19 **3. The Employee has the option to 1) substitute any available paid**
20 **vacation leave time for otherwise unpaid leave or 2) be paid their available**
21 **vacation leave time in a lump sum payment. The Employee's choice of lump**
22 **sum payment for vacation allowance will not of itself cause the forfeiture of**
23 **unused sick leave credits.**

24
25 [3]4. Upon conclusion of the military leave without pay, Employees shall
26 have reemployment rights in accordance with Chapter 43 of Title 38 of the United
27 States Code.

28
29 [4]5. Replacements for Employees on Military Leave Without Pay.

30
31 a. In filling a position which became vacant by military leave

1 without pay, the appointing authority may appoint a replacement Employee
2 and shall inform the replacement the status of the replacement's employment
3 and the provisions of this Agreement relating to military leaves without pay.
4

5 b. A replacement employed in the position from which military
6 leave was granted shall be displaced so that the position may be filled again
7 by the former Employee returning to government employment. Replacement
8 Employees with regular status shall be returned to their former positions or
9 other comparable positions deemed appropriate by the [~~director of personnel~~
10 ~~services~~] **Employer**. In the event there are no such positions, the
11 replacement Employees shall be subject to Article 12, Layoff and
12 Reemployment.
13

14 C. Leave for Pre-Induction Examination. An Employee who is absent
15 from work for the purpose of undergoing physical examination prior to induction into
16 the United States Armed Forces shall be granted leave with pay for such purpose,
17 and the leave shall not be charged against the Employee's vacation allowance.

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 01/01/2017

Bargaining Unit: 30, 31, 32, 33, 34, 35 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	72,624	120,864	EM 07	Annual	97,332	161,976
	Monthly	6,052	10,072		Monthly	8,111	13,498
	8 hour	279.36	464.88		8 hour	374.32	622.96
	Hourly	34.92	58.11		Hourly	46.79	77.87
EM 02	Annual	76,224	126,936	EM 08	Annual	102,192	170,100
	Monthly	6,352	10,578		Monthly	8,516	14,175
	8 hour	293.2	488.24		8 hour	393.04	654.24
	Hourly	36.65	61.03		Hourly	49.13	81.78
EM 03	Annual	80,076	133,272	ES 01	Annual	105,276	175,200
	Monthly	6,673	11,106		Monthly	8,773	14,600
	8 hour	308.00	512.56		8 hour	404.88	673.84
	Hourly	38.5	64.07		Hourly	50.61	84.23
EM 04	Annual	84,072	139,920	ES 02	Annual	108,420	180,420
	Monthly	7,006	11,660		Monthly	9,035	15,035
	8 hour	323.36	538.16		8 hour	417.04	693.92
	Hourly	40.42	67.27		Hourly	52.13	86.74
EM 05	Annual	88,308	146,916	ES 03	Annual	111,696	185,868
	Monthly	7,359	12,243		Monthly	9,308	15,489
	8 hour	339.68	565.04		8 hour	429.6	714.88
	Hourly	42.46	70.63		Hourly	53.7	89.36
EM 06	Annual	92,688	153,180				
	Monthly	7,724	12,765				
	8 hour	356.48	589.12				
	Hourly	44.56	73.64				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2017

Bargaining Unit: 30, 31, 32, 35 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	74,076	123,276	EM 07	Annual	99,276	165,216
	Monthly	6,173	10,273		Monthly	8,273	13,768
	8 hour	284.88	474.16		8 hour	381.84	635.44
	Hourly	35.61	59.27		Hourly	47.73	79.43
EM 02	Annual	77,748	129,480	EM 08	Annual	104,232	173,508
	Monthly	6,479	10,790		Monthly	8,686	14,459
	8 hour	299.04	498.00		8 hour	400.88	667.36
	Hourly	37.38	62.25		Hourly	50.11	83.42
EM 03	Annual	81,672	135,936	ES 01	Annual	107,376	178,704
	Monthly	6,806	11,328		Monthly	8,948	14,892
	8 hour	314.16	522.80		8 hour	412.96	687.36
	Hourly	39.27	65.35		Hourly	51.62	85.92
EM 04	Annual	85,752	142,716	ES 02	Annual	110,592	184,032
	Monthly	7,146	11,893		Monthly	9,216	15,336
	8 hour	329.84	548.88		8 hour	425.36	707.84
	Hourly	41.23	68.61		Hourly	53.17	88.48
EM 05	Annual	90,072	149,856	ES 03	Annual	113,928	189,588
	Monthly	7,506	12,488		Monthly	9,494	15,799
	8 hour	346.40	576.40		8 hour	438.16	729.20
	Hourly	43.30	72.05		Hourly	54.77	91.15
EM 06	Annual	94,536	156,240				
	Monthly	7,878	13,020				
	8 hour	363.60	600.96				
	Hourly	45.45	75.12				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2018

Bargaining Unit: 30, 31, 32, 35 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	75,744	126,048	EM 07	Annual	101,508	168,936
	Monthly	6,312	10,504		Monthly	8,459	14,078
	8 hour	291.36	484.80		8 hour	390.40	649.76
	Hourly	36.42	60.60		Hourly	48.80	81.22
EM 02	Annual	79,500	132,396	EM 08	Annual	106,572	177,408
	Monthly	6,625	11,033		Monthly	8,881	14,784
	8 hour	305.76	509.20		8 hour	409.92	682.32
	Hourly	38.22	63.65		Hourly	51.24	85.29
EM 03	Annual	83,508	138,996	ES 01	Annual	109,788	182,724
	Monthly	6,959	11,583		Monthly	9,149	15,227
	8 hour	321.20	534.64		8 hour	422.24	702.80
	Hourly	40.15	66.83		Hourly	52.78	87.85
EM 04	Annual	87,684	145,932	ES 02	Annual	113,076	188,172
	Monthly	7,307	12,161		Monthly	9,423	15,681
	8 hour	337.28	561.28		8 hour	434.88	723.76
	Hourly	42.16	70.16		Hourly	54.36	90.47
EM 05	Annual	92,100	153,228	ES 03	Annual	116,496	193,848
	Monthly	7,675	12,769		Monthly	9,708	16,154
	8 hour	354.24	589.36		8 hour	448.08	745.60
	Hourly	44.28	73.67		Hourly	56.01	93.20
EM 06	Annual	96,660	159,756				
	Monthly	8,055	13,313				
	8 hour	371.76	614.48				
	Hourly	46.47	76.81				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Exhibit 4

Effective Date: 01/01/2017

Bargaining Unit: 13 Professional and Scientific Employees
35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	61,824	153,852
	Monthly	5,152	12,821
	8 hour	237.76	591.76
	Hourly	29.72	73.97
LHA2	Annual	69,540	153,852
	Monthly	5,795	12,821
	8 hour	267.44	591.76
	Hourly	33.43	73.97

Zone B - Dentist

		Min	Max
LHB1	Annual	79,248	222,960
	Monthly	6,604	18,580
	8 hour	304.80	857.52
	Hourly	38.10	107.19
LHB2 (EMCP)	Annual	91,140	222,960
	Monthly	7,595	18,580
	8 hour	350.56	857.52
	Hourly	43.82	107.19

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	106,920	300,828
	Monthly	8,910	25,069
	8 hour	411.20	1,157.04
	Hourly	51.40	144.63
LHC2 (EMCP)	Annual	122,964	300,828
	Monthly	10,247	25,069
	8 hour	472.96	1,157.04
	Hourly	59.12	144.63

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	183,888	300,828
	Monthly	15,324	25,069
	8 hour	707.28	1,157.04
	Hourly	88.41	144.63
LHC4	Annual	211,476	300,828
	Monthly	17,623	25,069
	8 hour	813.36	1,157.04
	Hourly	101.67	144.63

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Exhibit 5

Effective Date: 07/01/2017

Bargaining Unit: 13 Professional and Scientific Employees
35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	63,060	156,924
	Monthly	5,255	13,077
	8 hour	242.56	603.52
	Hourly	30.32	75.44
LHA2	Annual	70,932	156,924
	Monthly	5,911	13,077
	8 hour	272.80	603.52
	Hourly	34.10	75.44

Zone B - Dentist

		Min	Max
LHB1	Annual	80,832	227,424
	Monthly	6,736	18,952
	8 hour	310.88	874.72
	Hourly	38.86	109.34
LHB2 (EMCP)	Annual	92,964	227,424
	Monthly	7,747	18,952
	8 hour	357.52	874.72
	Hourly	44.69	109.34

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	109,056	306,840
	Monthly	9,088	25,570
	8 hour	419.44	1,180.16
	Hourly	52.43	147.52
LHC2 (EMCP)	Annual	125,424	306,840
	Monthly	10,452	25,570
	8 hour	482.40	1,180.16
	Hourly	60.30	147.52

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	187,560	306,840
	Monthly	15,630	25,570
	8 hour	721.36	1,180.16
	Hourly	90.17	147.52
LHC4	Annual	215,700	306,840
	Monthly	17,975	25,570
	8 hour	829.60	1,180.16
	Hourly	103.70	147.52

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Exhibit 6

Effective Date: 07/01/2018

Bargaining Unit: 13 Professional and Scientific Employees
35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	64,476	160,452
	Monthly	5,373	13,371
	8 hour	248.00	617.12
	Hourly	31.00	77.14
LHA2	Annual	72,528	160,452
	Monthly	6,044	13,371
	8 hour	278.96	617.12
	Hourly	34.87	77.14

Zone B - Dentist

		Min	Max
LHB1	Annual	82,656	232,536
	Monthly	6,888	19,378
	8 hour	317.92	894.40
	Hourly	39.74	111.80
LHB2 (EMCP)	Annual	95,052	232,536
	Monthly	7,921	19,378
	8 hour	365.60	894.4
	Hourly	45.70	111.8

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	111,504	313,740
	Monthly	9,292	26,145
	8 hour	428.88	1,206.72
	Hourly	53.61	150.84
LHC2 (EMCP)	Annual	128,244	313,740
	Monthly	10,687	26,145
	8 hour	493.28	1,206.72
	Hourly	61.66	150.84

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	191,784	313,740
	Monthly	15,982	26,145
	8 hour	737.60	1,206.72
	Hourly	92.20	150.84
LHC4	Annual	220,548	313,740
	Monthly	18,379	26,145
	8 hour	848.24	1,206.72
	Hourly	106.03	150.84

